

# CONTRACT FILES

<b>AWARD / CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <span style="float: right;">➔</span>		RATING DO-A1		PAGE of PAGES 1 48	
2. CONTRACT (PROC. INST. IDENT.) NO. F33657-01-D-2073		3. EFFECTIVE DATE <b>JUL 05 2001</b>		4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Schedule			
5. ISSUED BY ASC/YWK USAF/AFMC HQ AERONAUTICAL SYSTEMS CENTER 2240 B STREET ROOM 150 WRIGHT-PATTERSON AFB OH 45433-7111 JULIA F. MARVIN 937 255-7388 X318 julia.marvin@wpafb.af.mil		CODE FA8621		6. ADMINISTERED BY (IF OTHER THAN ITEM 5) DCM DAYTON-GYOI AREA C BUILDING 30 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB OH 45433-5302		CODE S3605A	
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) CAE USA, INC 4908 TAMPA WEST BOULEVARD PO BOX 15000 TAMPA FL 33634-5000 (813) 887-1406 See Section G for the Remittance Address				8. DELIVERY <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (see below)			
				9. DISCOUNT FOR PROMPT PAYMENT N			
CAGE CODE 50237		FACILITY CODE		10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN ➔		ITEM See Block 12	
11. SHIP TO / MARK FOR See Section F		CODE		12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-COJNF NEW DOMINION DIVISION PO BOX 182041 COLUMBUS OH 43218-2041  EFT: T		CODE SC1018	
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO See Section B		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
				15E. UNIT PRICE		15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT ➔				*SEE CLAUSE G018*			
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✓ C	DESCRIPTION/SPECS./WORK STATEMENT	12	✓ J	LIST OF ATTACHMENTS	48		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> <b>Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 3 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> <b>Award</b> (Contractor is not required to sign this document). Your offer on solicitation number _____ including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Wayne E. Ferguson as Director, Contracts				20A. NAME OF CONTRACTING OFFICER SANDRA GEIB			
19B. Name of Contractor CAE USA Inc.		19C. Date Signed June 22, 2001		20B. United States of America by Sandra Geib (signature of Contracting Officer)		20C. Date Signed 05 Jul 01	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**0001**

<i>Noun:</i>	CONTRACT TYPE SPECIFIED ON INDIVIDUAL ORDERS
	IAW FAR PART 12
<i>Security:</i>	U
<i>NSN:</i>	N - Not Applicable
<i>Descriptive Data:</i>	

The contractor shall provide supplies and/or services IAW the Functional Requirements Document (FRD), Attachment 1 to this contract.

The required effort is more specifically defined in individual orders.

**SCHEDULE I -- EFFORTS IAW FAR PART 12 ONLY (CLINs 0001 through 0999)**

**CLINs 0002-0999 are reserved exclusively for efforts IAW FAR Part 12.**

**SCHEDULE II -- EFFORTS IAW FAR PART 15 ONLY (CLINs 1000 through 9999)**

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**1000**

*Noun:* J - FIRM FIXED PRICE (FFP) EFFORTS IAW FAR PART 15  
*Security:* U  
*NSN:* N - Not Applicable  
*Descriptive Data:*

The contractor shall provide supplies and/or services IAW the Functional Requirements Document (FRD), Attachment 1 to this contract.

The required effort is more specifically defined in individual orders.

**CLINs 1001-1999 are reserved exclusively for FFP efforts IAW FAR Part 15.**

**2000**

*Noun:* L - FIXED PRICE INCENTIVE FEE (FPIF) EFFORTS IAW FAR PART 15  
*Security:* U  
*NSN:* N - Not Applicable  
*Descriptive Data:*

The contractor shall provide supplies and/or services IAW the Functional Requirements Document (FRD), Attachment 1 to this contract.

The required effort is more specifically defined in individual orders.

**CLINs 2001-2999 are reserved exclusively for FPIF efforts IAW FAR Part 15.**

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**3000**

*Noun:* M - FIXED PRICE AWARD FEE (FPAF) EFFORTS IAW FAR PART 15  
*Security:* U  
*NSN:* N - Not Applicable  
*Descriptive Data:*

The contractor shall provide supplies and/or services IAW the Functional Requirements Document (FRD), Attachment 1 to this contract.

The required effort is more specifically defined in individual orders.

**CLINs 3001-3999 are reserved exclusively for FPAF efforts IAW FAR Part 15.**

**4000**

*Noun:* Y - TIME & MATERIALS (T&M) & Z - LABOR HOUR EFFORTS IAW FAR PART 15  
*Security:* U  
*NSN:* N - Not Applicable  
*Descriptive Data:*

The contractor shall provide supplies and/or services IAW the Functional Requirements Document (FRD), Attachment 1 and IAW the labor rates provided in the Contract Labor Rate Matrix, Attachment 3 to this contract.

The required effort is more specifically defined in individual orders.

**CLINs 4001-4999 are reserved exclusively for T&M and Labor Hour efforts IAW FAR Part 15.**

**5000**

*Noun:* S - COST-REIMBURSEMENT (CR) EFFORTS IAW FAR PART 15  
*Security:* U  
*NSN:* N - Not Applicable  
*Descriptive Data:*

The contractor shall provide supplies and/or services IAW the Functional Requirements Document (FRD), Attachment 1 to this contract.

The required effort is more specifically defined in individual orders.

**CLINs 5001-5999 are reserved exclusively for CR efforts IAW FAR Part 15.**

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**6000**

*Noun:* R - COST PLUS AWARD FEE (CPAF) EFFORTS IAW FAR PART 15  
*Security:* U  
*NSN:* N - Not Applicable  
*Descriptive Data:*  
 The contractor shall provide supplies and/or services IAW the Functional Requirements Document (FRD), Attachment 1 to this contract.

The required effort is more specifically defined in individual orders.

**CLINs 6001-6999 are reserved exclusively for CPAF efforts IAW FAR Part 15.**

**7000**

*Noun:* V - COST PLUS INCENTIVE FEE (CPIF) EFFORTS IAW FAR PART 15  
*Security:* U  
*NSN:* N - Not Applicable  
*Descriptive Data:*  
 The contractor shall provide supplies and/or services IAW the Functional Requirements Document (FRD), Attachment 1 to this contract.

The required effort is more specifically defined in individual orders.

**CLINs 7001-7999 are reserved exclusively for CPIF efforts IAW FAR Part 15.**

**8000**

*Noun:* U - COST PLUS FIXED FEE (CPFF) EFFORTS IAW FAR PART 15  
*Security:* U  
*NSN:* N - Not Applicable  
*Descriptive Data:*  
 The contractor shall provide supplies and/or services IAW the Functional Requirements Document (FRD), Attachment 1 to this contract.

The required effort is more specifically defined in individual orders.

**CLINs 8001-8999 are reserved exclusively for CPFF efforts IAW FAR Part 15.**

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**9000**

*Noun:* J - FIRM-FIXED-PRICE LEVEL-OF-EFFORT (FFPLOE)  
EFFORTS IAW FAR PART 15

*Security:* U

*NSN:* N - Not Applicable

*Descriptive Data:*

The contractor shall provide supplies and/or services IAW the Functional Requirements Document (FRD), Attachment 1 to this contract.

The required effort is more specifically defined in individual orders.

**CLINs 9001-9999 are reserved exclusively for FFPLOE efforts IAW FAR Part 15.**

**NOTE: ALL CLAUSES IN SECTIONS B THROUGH I  
APPLY ONLY TO FAR PART 15 ORDERS UNLESS  
OTHERWISE INDICATED.**

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT  
CONTRACT CLAUSES**

- 5352.216-9001 PAYMENT OF FEE (AFMC) (CPFF) (JUL 1997)  
Estimated Cost ' TO BE CITED ON INDIVIDUAL ORDERS'  
Fixed Fee ' TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*APPLIES TO COST-PLUS-FIXED-FEE CLIN(S) ONLY.\*\*
- 5352.232-9001 IMPLEMENTATION OF LIMITATION OF FUNDS (AFMC) (JUL 1997)  
Para (a), CLINs: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (a), Time Period ("through" date) : 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (a), Sum allotted to this contract and available for payment of costs is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b), Additional amount obligated is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b), CLINs: 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*APPLIES TO COST-PLUS-FIXED-FEE CLIN(S), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(S), COST-PLUS-AWARD-FEE CLIN(S), COST CLIN(S) ONLY.\*\*

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT  
CLAUSES IN FULL TEXT**

**5352.216-9001 PAYMENT OF FEE (AFMC) (CPIF) (JUL 1997)**

The target cost and fee for this contract are shown below. The applicable fixed fee or target fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work.

Target Cost	TO BE CITED ON INDIVIDUAL ORDERS
Target Fee	TO BE CITED ON INDIVIDUAL ORDERS
Maximum Fee	TO BE CITED ON INDIVIDUAL ORDERS
Minimum Fee	TO BE CITED ON INDIVIDUAL ORDERS

Government	TO BE CITED ON INDIVIDUAL ORDERS
Contractor	TO BE CITED ON INDIVIDUAL ORDERS

Applicable to following Line Items: TO BE CITED ON INDIVIDUAL ORDERS

\*\*APPLIES TO COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(S) ONLY.\*\*

**B. OTHER CONTRACT CLAUSES IN FULL TEXT**

**B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)**

Total Price TO BE CITED ON INDIVIDUAL ORDERS

Applicable to following Line Items: TO BE CITED ON INDIVIDUAL ORDERS

\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s) ONLY.\*\*

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*

**B029 CONTRACT TYPE: FIRM-FIXED-PRICE, LEVEL-OF-EFFORT (FEB 1997)**

Total Price TO BE CITED ON INDIVIDUAL ORDERS

Applicable to following Line Items: TO BE CITED ON INDIVIDUAL ORDERS

\*\*APPLIES TO FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s).\*\*

**B030 CONTRACT TYPE: FIXED- PRICE- INCENTIVE -- FIRM TARGET (FEB 1997)**

The target cost, target profit, and target price contemplated by the contract clause entitled, "Incentive Price Revision-- Firm Target," are set forth below. The contract line items subject to price revision, ceiling price, and the profit adjustment formula are set forth in 52.216-16.

Target Cost	TO BE CITED ON INDIVIDUAL ORDERS
Target Profit	TO BE CITED ON INDIVIDUAL ORDERS
Target Price	TO BE CITED ON INDIVIDUAL ORDERS
Ceiling Price	TO BE CITED ON INDIVIDUAL ORDERS

Applicable to following Line Items: TO BE CITED ON INDIVIDUAL ORDERS

\*\*APPLIES TO FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s) ONLY.\*\*

**B031 CONTRACT TYPE: FIXED- PRICE- INCENTIVE -- SUCCESSIVE TARGET (FEB 1997)**

The target cost, target profit, and target price contemplated by the contract clause entitled, "Incentive Price Revision-- Successive Target," are set forth below. The contract line items subject to price revision, ceiling price, and the profit adjustment formula are set forth in 52.216-17.

Target Cost	TO BE CITED ON INDIVIDUAL ORDERS (insert target cost)
Target Profit	TO BE CITED ON INDIVIDUAL ORDERS (insert target profit)
Target Price	TO BE CITED ON INDIVIDUAL ORDERS (insert target price)
Ceiling Price	TO BE CITED ON INDIVIDUAL ORDERS (insert ceiling price)

Applicable to following Line Items: TO BE CITED ON INDIVIDUAL ORDERS (insert applicable line items)

\*\*APPLIES TO FIXED-PRICE-INCENTIVE (SUCCESSIVE TARGET) CLIN(s) ONLY.\*\*

**B034 CONTRACT TYPE: FIXED- PRICE- AWARD- FEE (FEB 1997)**

Fixed Firm Price TO BE CITED ON INDIVIDUAL ORDERS



Award Fee TO BE CITED ON INDIVIDUAL ORDERS

Applicable to following Line Items: TO BE CITED ON INDIVIDUAL ORDERS

**\*\*APPLIES TO FIXED-PRICE AWARD FEE CLIN(s) ONLY.\*\***

**B035 CONTRACT TYPE: LABOR- HOUR (FEB 1997)**

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) TO BE CITED ON INDIVIDUAL ORDERS within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

CATEGORIES HOURLY RATE  
SEE ATTACHMENT 3 TO THE BASIC CONTRACT

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is TO BE CITED ON INDIVIDUAL ORDERS.

**\*\*APPLIES TO LABOR-HOUR CLIN(s) ONLY.\*\***

**B036 CONTRACT TYPE: TIME-AND-MATERIALS (FEB 1997)**

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) TO BE CITED ON INDIVIDUAL ORDERS (insert line items) within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

CATEGORIES HOURLY RATE

SEE ATTACHMENT 3 TO BASIC CONTRACT UNLESS INDICATED ON SPECIFIC ORDER.

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is TO BE CITED ON INDIVIDUAL ORDERS.

**\*\*APPLIES TO TIME-AND-MATERIALS CLIN(s) ONLY.\*\***

**B038 CONTRACT TYPE: COST-PLUS-AWARD-FEE (FEB 1997)**

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

(a) The total estimated cost of performance is TO BE CITED ON INDIVIDUAL ORDERS

(b) The base fee is TO BE CITED ON INDIVIDUAL ORDERS

(c) The maximum award fee is TO BE CITED ON INDIVIDUAL ORDERS

(d) The award fee earned for performance from inception of contract through the evaluation period ending TO BE CITED ON INDIVIDUAL ORDERS has been determined to be TO BE CITED ON INDIVIDUAL ORDERS.

\*\*APPLIES TO COST-PLUS-AWARD-FEE CLIN(s) ONLY.\*\*

#### **B049 OPTIONS (APR 2000)**

The Government may require performance of the work required by CLIN(s) TO BE CITED ON INDIVIDUAL ORDERS. The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before TO BE CITED ON INDIVIDUAL ORDERS. If the Government exercises this option(s) by TO BE CITED ON INDIVIDUAL ORDERS, the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

TO BE CITED ON INDIVIDUAL ORDERS

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*

#### **B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (SEP 1997)**

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is TO BE CITED ON INDIVIDUAL ORDERS

Applicable to following Line Items: TO BE CITED ON INDIVIDUAL ORDERS

\*\*APPLIES TO COST CLIN(s) ONLY.\*\*

#### **B052 FIRM-FIXED-PRICE LEVEL-OF-EFFORT (SEP 1997)**

(a) This is a Firm-Fixed-Price Level-of-Effort order pursuant to FAR 16.207.

(b) The Contractor shall furnish all the necessary qualified personnel, materials, facilities, and management resources to develop/fabricate the supplies and furnish the services set forth in the Statement of Work within the term specified in Section F.

(c) It is understood and agreed that the Contractor shall use in the performance of this task/delivery order the following labor categories and hours:

CATEGORIES	HOURS
TO BE CITED ON INDIVIDUAL ORDERS (insert categories and hours)	

(d) At the completion of this task/delivery order, the Contractor shall furnish to the Contracting Officer the total number of hours and categories of labor used in the performance of this order, certified by an authorized representative of the Contractor.

(e) Notwithstanding any other task/delivery order provision, the Contractor shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of this order. It is further understood and agreed that these accounting records shall be available for Government review during the performance of the order and until three years after final payment under the order. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records requirement provision shall be included in all applicable subcontracts.

(f) Payment under this task/delivery order will be in accordance with FAR 52.232-2 entitled "Payments under Fixed-Price Research and Development Contracts." The invoice which the Contractor submits to the ACO for payment shall contain a breakdown of weekly labor hours expended which separately identifies the total hours to be charged for each contributing employee. A copy of each such invoice shall be provided directly to the Contracting Officer. Prior to payment, an authorized representative of the Contractor shall certify, on the monthly invoice, the accuracy of the information contained in the invoice. An invoice shall not be considered complete and eligible for payment until such certification is provided.

\*\*APPLIES TO FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s) ONLY.\*\*

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)**

FUNCTIONAL REQUIREMENTS DOCUMENT (SEE ATTACHMENT 1 TO THE BASIC CONTRACT)

OTHER DOCUMENTS/REQUIREMENTS TO BE CITED ON INDIVIDUAL ORDERS

\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT  
CONTRACT CLAUSES**

5352.204-9001 ASSIGNMENT OF SERIAL NUMBERS FOR CONFIGURATION CONTROL AND  
ADMINISTRATION OF WARRANTIES (AFMC) (JUL 1997)  
5352.247-9005 SHIPPING CONTAINER MARKING (AFMC) (JAN 2000)  
Para (b), Additional marking or bar code requirements: 'TO BE CITED ON INDIVIDUAL  
ORDERS'  
5352.247-9006 MARKING OF WARRANTED ITEMS (AFMC) (JUL 1997)  
5352.247-9007 SPECIFICATION COMMERCIAL PACKAGING (AFMC) (JAN 2000)  
5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*  
5352.247-9009 MILITARY PACKAGING AND MARKING (AFMC) (SEP 1998)  
5352.247-9010 ENGINEERED OR SPECIALIZED CONTAINERS (AFMC) (SEP 1998)  
5352.247-9011 PACKAGING AND MARKING OF HAZARDOUS MATERIALS (AFMC) (SEP 1998)  
5352.247-9012 PACKAGING FOR INSPECTION AND ACCEPTANCE AT DESTINATION (AFMC) (JUL  
1997)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**D001 PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS (FEB 1997)**

Preservation, packaging, packing and marking shall be set forth in the individual order.

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS\*\*\*\*

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)  
52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996) - ALTERNATE I (JUL 1985)  
52.246-03 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (APR 1984)  
52.246-04 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)  
52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)  
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)  
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986) - ALTERNATE I (APR 1984)  
52.246-07 INSPECTION OF RESEARCH AND DEVELOPMENT -- FIXED-PRICE (AUG 1996)  
52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT (APR 1984)  
52.246-09 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)  
52.246-10 INSPECTION OF FACILITIES (APR 1984)  
52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)  
Title, number (if any), date, and tailoring (if any) of the higher-level quality standards: 'TO BE CITED ON INDIVIDUAL ORDERS'  
52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)  
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)  
\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE AWARD FEE CLIN(s) ONLY\*\*

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

**C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.211-9006 ACCEPTABLE NEW AND UNUSED SURPLUS MATERIAL (AFMC) (JUL 1997)  
CLIN(s) 'TO BE CITED ON INDIVIDUAL ORDERS'  
5352.211-9007 ACCEPTABLE NEW AND RECONDITIONED SURPLUS MATERIAL (AFMC) (JUL 1997)  
CLIN(s) 'TO BE CITED ON INDIVIDUAL ORDERS'  
5352.211-9008 ACCEPTABLE NEW AND MODIFIED SURPLUS MATERIAL (AFMC) (JUL 1997)  
CLIN(s) 'TO BE CITED ON INDIVIDUAL ORDERS'  
5352.211-9011 PART NUMBER VERIFICATION (AFMC) (JUL 1997)  
Part Number 'TO BE CITED ON INDIVIDUAL ORDERS'  
Manufacturer's Name/MFC Appearing on Contractor's Certificate 'TO BE CITED ON INDIVIDUAL ORDERS'  
CLIN(s) 'TO BE CITED ON INDIVIDUAL ORDERS'  
5352.211-9012 VERIFIABLE DIMENSIONS (AFMC) (JUL 1997)  
Manufacture's Name and Drawing Number 'TO BE CITED ON INDIVIDUAL ORDERS'  
CLIN(s) 'TO BE CITED ON INDIVIDUAL ORDERS'  
5352.211-9013 TEST AND VERIFICATION (AFMC) (JUL 1997)  
Technical Order Number 'TO BE CITED ON INDIVIDUAL ORDERS'  
CLIN(s) 'TO BE CITED ON INDIVIDUAL ORDERS'  
5352.211-9015 LOCATION OF INSPECTION TESTING (AFMC) (JUL 1997)  
CLIN(s) 'TO BE CITED ON INDIVIDUAL ORDERS'  
5352.211-9016 PRIOR GOVERNMENT OWNERSHIP OF ITEMS (AFMC) (JUL 1997)

5352.211-9017 CLIN(s) 'TO BE CITED ON INDIVIDUAL ORDERS'  
100 PERCENT END ITEM INSPECTION (AFMC) (JUL 1997)  
CLIN(s) 'TO BE CITED ON INDIVIDUAL ORDERS'

5352.246-9000 MATERIAL INSPECTION AND RECEIVING REPORT (OMB NO. 0704--0248) (AFMC)  
(JUL 1997)  
Para (a)(1), Address to Forward DD250 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (a)(2), Address 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (a)(3), Additional Address(es) or "Not Applicable" 'TO BE CITED ON INDIVIDUAL  
ORDERS'

5352.246-9001 INSPECTION AND ACCEPTANCE (AFMC) (JUL 1997)  
para (a), offeror's plant location: 'TO BE CITED ON INDIVIDUAL ORDERS'  
para (a), offeror's packaging or final inspection and acceptance location 'TO BE CITED ON  
INDIVIDUAL ORDERS'

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**E004 MATERIAL INSPECTION AND RECEIVING REPORTS - FMS (JAN 1998)**

The contractor shall include the following information in Block 16 of the DD Form 250:

FMS Country  
Case Identifier  
Special Marking Instructions

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

- 52.211-11 LIQUIDATED DAMAGES -- SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)  
Para (a), Liquidated damages per calendar day. 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.\*\*
- 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)  
\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.\*\*
- 52.242-15 STOP-WORK ORDER (AUG 1989)  
\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s), TIME-AND-MATERIAL CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE AWARD FEE CLIN(s) ONLY.\*\*
- 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)  
\*\*APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD FEE CLIN(s), COST CLIN(s) ONLY.\*\*
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)  
\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.\*\*
- 52.247-29 F.O.B. ORIGIN (JUN 1988)
- 52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY (APR 1984)
- 52.247-34 F.O.B. DESTINATION (NOV 1991)
- 52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS -- SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (APR 1984)
- 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT -- SMALL PACKAGE SHIPMENTS (JAN 1991)

**B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

- 5352.211-9021 CONCURRENT DELIVERY OF SPARES, SUPPORT EQUIPMENT AND TECHNICAL DATA, WITH PRIME MISSION EQUIPMENT (AFMC) (JUL 1997)  
Applicable CLINs for required support equipment, spare parts, technical manuals, and technical documentation 'TO BE CITED ON INDIVIDUAL ORDERS'

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998)**

The respective performance period(s) for option(s) identified in Section B is as follows:

CLIN Number	Period of Performance
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TO BE CITED ON INDIVIDUAL ORDERS

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*

**F002 PERIOD OF PERFORMANCE (FEB 1997)**

Each order will specify the performance period for that particular requirement. In no event shall any order exceed 10 years including options. No order will have a performance period that exceeds the ordering period of the basic contract.

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.232-9000 REMITTANCE ADDRESS (MAY 1996)  
Name. ' CAE USA Inc.'  
Additional name. ' '  
Street address. ' PO Box 7247-8695'  
City. ' Philadelphia'  
2 character state code. ' PA'  
Zip code. ' 19170-8695'  
Country. ' US  
,

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.237-9002 CONTRACT HOLIDAYS (AFMC) (JUL 1997)**

(a) The prices/costs in Section B of the contract include holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on a holiday. Holidays in addition to those reflected in this contract, which are designated by the Government, will be billable provided the assigned Contractor employee was available for performance and was precluded from such performance.

(b) The following days are contract holidays:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*

**B. OTHER CONTRACT CLAUSES IN FULL TEXT**

**G001 ACCOUNTING AND APPROPRIATION DATA (FEB 1997)**

Accounting and appropriation data will be set forth on individual orders issued hereunder.

\*\*\*\* APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS\*\*\*\*

**G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)**

In accordance with FAR 52.204-03, Taxpayer Identification Number is 06-0663546.

\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*

**G017 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (SEP 1999)**

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted FOR EACH ORDER to the Administrative Contracting Officer and to AFMC LO/JAZ, Wright-Patterson AFB OH 45433. The AFMC LO/JAZ patent administrator can be reached at (937) 255-6111. This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

**C. OTHER CONTRACT CLAUSES IN FULL TEXT**

**G018 TOTAL AMOUNT OF CONTRACT (JUN 2001)**

The minimum dollar amount for this contract is \$10,000. The maximum estimated aggregate dollar amount for the TSA II Program is \$3B.

\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. OTHER CONTRACT CLAUSES IN FULL TEXT**

**H001 OPTIONS (MAY 1997)**

The Government may establish options on individual orders issued hereunder. When it is determined to be in the Government's best interest, the Contracting Officer may, in the order letter Request For Proposal (RFP), request pricing of options for supplies and/or services. The cost/price proposal shall consist of the offeror's cost to accomplish the basic program and shall include the offeror's price to accomplish each option as applicable. The period of performance for any option exercised hereunder may not exceed the performance period of the basic contract. Evaluation of options will not obligate the Government to exercise the option(s). In the event an option is exercised, the affected sections of the order, e.g., Section B, Section F, Section G, etc., will be amended as appropriate. If the option is exercised pursuant to FAR 52.232-18, Availability of Funds, the modification will list only those CLINs that are being exercised. When funds become available, all affected sections of the order will be modified.

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*

**H002 PRODUCTION PROGRESS REPORT (MAY 1997)**

In accordance with FAR clause 52.242-2, "Production Progress Reports," as set forth in Section I, the Contractor shall prepare and submit to the Contracting Officer production progress reports as follows:

Frequency/Timing:	TO BE CITED ON INDIVIDUAL ORDERS
Applicable to CLINs:	TO BE CITED ON INDIVIDUAL ORDERS
Offices for Distribution:	TO BE CITED ON INDIVIDUAL ORDERS

The Contractor shall comply with DFARS 242.1107 for reporting actual or potential delinquencies.

**H011 GUARANTEED FINAL REPORT (FEB 1997)**

If this contract is terminated prior to completion, the Contractor agrees to provide a final report in accordance with Exhibit A, Data Item TO BE CITED ON INDIVIDUAL ORDERS. During the life of the contract, the contractor shall continuously reserve sufficient funds from the amount allotted to guarantee the preparation and delivery of said final report.

**H023 INDEFINITE QUANTITY (SEP 1997)**

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total scope of the technical tasks for which orders may be issued is set forth in the attached Functional Requirements Document. The maximum dollar amount the Government may order under this contract is \$3B (aggregate ceiling for TSA II Program); the minimum amount is \$10K per contract.

**H025 INCORPORATION OF SECTION K (OCT 1998)**

Section K of the solicitation is hereby incorporated by reference.

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*

#### **H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997)**

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

- (a) \_\_\_\_ copy(ies) (insert number of copies) to: Office of Public Affairs, \_\_\_\_ (address)
- (b) \_\_\_\_ copy(ies) (insert number of copies) to: Contracting Officer, \_\_\_\_ (address)
- (c) \_\_\_\_ copy(ies) (insert number of copies) to: Program Manager, \_\_\_\_ (address).

The information in items (a), (b), and (c) will be completed for individual orders.

\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*

#### **H033 SOLICITATION NUMBER (APR 1998)**

Solicitation Number: F33657-01-R-0012

#### **B. OTHER CONTRACT CLAUSES IN FULL TEXT**

#### **H007, FIRM-FIXED-PRICE-LEVEL-OF-EFFORT (MAY 1997)**

##### **(a) VERIFICATION OF ENGINEERING LABOR HOURS**

To support payment for work performed under Section B above, the invoice(s) submitted therefore shall include a certification by the Contractor stating that the number of engineering labor hours set forth therein was the actual number of engineering labor hours expended, by labor category, during the period for which the invoice was submitted. The invoices will be submitted to the paying office through the program office where the engineering labor hours will be inspected or evaluated and accepted prior to payment.

##### **(b) VERIFICATION OF ENGINEERING LABOR HOURS AND TRAVEL**

(1) To support payment for work performed under Section B above, the invoice(s) submitted therefor shall include a certification by the Contractor stating that the number of engineering labor hours and travel set forth therein was the actual number of engineering labor hours and travel expended during the period for which the invoices were submitted. The invoice(s) will be submitted to the paying office through the Program Office where the engineering labor hours and travel will be inspected or evaluated and accepted prior to payment.

(2) Upon completion of the performance of the work called for in Section B above, the Contracting Officer or his duly authorized representative shall have the right to examine the Contractor's records for the purpose of verifying the number of engineering labor hours and travel utilized in the performance of the work thereunder.

##### **(c) CONSIDERATION AND PAYMENT**

(1) Upon submission of properly certified invoices or vouchers in accordance with paragraph b.(1) above, the Government shall make payments to the Contractor as follows:

Payments shall be made for the number of engineering labor hours performed and other separately priced or cost-reimbursement contract line item supplies/services delivered during the period for which the invoice was submitted.

(2) In no event shall the total payments made under the contract exceed the contract price set forth in Section B hereof without written approval of the Contracting Officer.

**\*\*APPLIES TO FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s) ONLY.\*\***

#### **H024, ORDERING PROCEDURES (JAN 2001)**

(a) The effort identified in the Functional Requirements Document (FRD) of this contract is described in general terms. Performance can be authorized under this contract only by issuing individual orders signed by an ASC/YW or an OO-ALC/YW Procuring Contracting Officer (PCO). Order modifications thereto may be issued only by ASC/YW or OO-ALC/YW PCOs or Administrative Contracting Officers (ACOs).

(b) Orders shall be issued by the PCO in writing and shall be dated and numbered. They shall set forth as applicable (i) the services, supplies and/or data being ordered and include attachments, (ii) the quantities to be furnished, (iii) delivery or performance dates, (iv) place of delivery or performance, (v) packing and shipping instructions and (vi) funds obligated. Each order will obligate specific dollar amounts for each Contract Line Item Number (CLIN) that is applicable for the effort. An order is considered "issued" when the Government deposits the order in the mail or hands it to the Contractor's representative. Modifications to orders may be issued by the PCO or ACO by written modification thereto.

(c) A ceiling total price or estimated cost shall be established for each order. If the Contractor exceeds this price or cost, it is at his own risk. Any changes to the price or cost will be issued in writing, will set forth any additional obligation incurred by the Government, and shall be signed by the PCO in advance of the Contractor exceeding the price. The Government reserves the right to use the contract type it deems to be in the best interest of the Government at the time the order is issued. An individual order may have single or multiple contract types. Not all clauses apply to all contract types or acquisition situations.

(d) Each order shall be issued in accordance with the following procedures:

(1) Prior to the issuance of a letter RFP for an order, the Contracting Officer and the using Integrated Product Team (IPT) will recommend whether work required under the proposed order should be set-aside for competition among the TSA II Small Business contractors. That recommendation will be coordinated with the Small Business Administration Office and the ASC or OO-ALC Small Business Specialist via the Small Business Coordination Record in accordance with DFAR 219.201.

(i) If the decision is to set-aside the order, a letter RFP will be issued to the TSA II Small Business contractors only.

(ii) The provisions of 52.219-14 LIMITATIONS ON SUBCONTRACTING apply to only those orders set aside for small business and to the orders issued to fulfill the minimum requirements for those contracts awarded under the partial small business set aside.

(2) The PCO shall furnish the Contractor with a letter RFP that includes a Statement of Objectives (SOO) or SOW, a Systems Requirement Document (if applicable), the anticipated performance period, and other pertinent information, such as site or location. It is at the Contractor's discretion whether or not to respond to the request. Non-response will not prejudice the award of future orders.

(3) A task/delivery order may be in accordance with either FAR Part 12 or FAR Part 15 but not both. The letter request for proposal will state which of the FAR parts apply.

(4) Proposals may be oral or written as stated in the letter RFP. Proposal copies shall be submitted to the government by the date specified in the letter RFP. Each proposal shall, on its face, identify the contract number, the SOO/SOW title and date, and the order number. Proposals received after the proposal due date will not be evaluated but will be retained in the official contract file. Each proposal will include the following information as applicable to each order:

(i) A SOW and the Contractor's overall plan and technical approach to accomplish the requirements of the SOW.

(ii) Integrated Master Schedule (IMS) and Integrated Master Plan (IMP) associated with meeting delivery requirements.

(iii) Person hours to be expended by labor category. The term "person hour" is hereby defined as the performance of one hour of effort by one qualified Contractor employee. Performance periods for individual orders may cross Government fiscal years (FYs). Therefore, the Contractor shall propose person hours to be expended for each month.

(iv) A proposed amount for material(s).

(v) A proposed amount for travel expenses.

(vi) Identify any Government-furnished property or base support necessary to accomplish the effort.

(5) For each non-competitive FAR Part 15 task/delivery order, the contractor shall submit information other than cost or pricing data in support of any proposal up to \$550,000, and shall submit certified cost or pricing data in support of any proposal over \$550,000 if requested by the PCO.

(6) The cost of preparing any quotation or proposal in advance of receiving a task order for a Contract Engineering Task (CET)/SOW is to be considered a bid and proposal (B&P) cost and therefore is only chargeable to the appropriate indirect cost account. Under no circumstances are such B&P costs to be considered as direct costs chargeable to or reimbursable under a task order that may be issued.

(7) The labor rates established in the contract (attachment 3) are Time and Materials/Labor Hour rates. These rates are fully burdened to include profit. Payment will be in accordance with FAR 52.232-07 and FAR 52.232-07-- Alternate II.

(8) If the proposal is accepted as submitted, the PCO shall unilaterally issue the order. Upon receipt of an order issued hereunder, the Contractor, pursuant to such order, shall furnish to the Government services and supplies of the type and at the prices set forth in the Schedule. Orders may be issued at the sole discretion of the Government during the period set forth in the "Ordering" clause hereof.

(9) If required, the PCO will negotiate with the Contractor(s) to resolve problems and determine price. Following negotiations and receipt of Contractor(s) required data, the amended proposals shall be evaluated. The order shall be forwarded to the selected Contractor for signature. The Contractor shall sign and return the order with an original signature, title and date of signature.

(e) The Contractor shall segregate each order and individual CLIN costs for accounting purposes. Each order schedule shall be tracked separately and each order shall be reported separately during program reviews. After all effort on an order is complete, the order may be closed by the PCO or the Administrative Contracting Officer (ACO) and any and all excess funds may be removed by unilateral modification to the order.

(f) Each time the contractor submits a proposal for work under this contract, he must certify whether or not he has delivered or is obligated to deliver to the Government under another contract, subcontract, or separate task order against this TSA II contract, the same, or substantially the same technical data requested. If so, the contract, subcontract, or task order, and place of delivery shall be disclosed.

(g) The Government reserves the right to not award an order after requesting an order proposal. Regardless whether an order is awarded or not, the Government shall not be responsible for the Contractor's bid and proposal costs.

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*

#### **H040 USE OF NON-GOVERNMENT ADVISORS (NOV 2000)**

(a) Contractors are advised that technical and cost/price data submitted to the Government in response to this letter RFP may be released to non- Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name(s) of firm(s): To be determined on each letter RFP

(b) Contractors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the contractor objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

(1) Any objection to disclosure:

(i) Shall be provided in writing to the contracting officer within 10 days of issuance of letter RFP; and

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the contractor objects to disclosure to non-Government advisors.

(2) I understand technical and cost/price data submitted to the Government in response to this letter RFP may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this letter RFP, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*



**Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:**

**FAR: FAC 97-26; DFAR: DCN20001213; DL: DL 98-021; Class Deviations: CD 2000o0006; AFFAR: 1996 Edition; AFMCFAR: AFMCAC 97-7; AFAC: AFAC 96-4; IPN: 98-009**

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.202-01	DEFINITIONS (OCT 1995)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ONLY****
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-03	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) Para (a), Number of units 'TO BE CITED ON INDIVIDUAL ORDERS' Para (a), Lot/item number 'TO BE CITED ON INDIVIDUAL ORDERS' Para (a), Number of calendar days 'TO BE CITED ON INDIVIDUAL ORDERS' Para (b), Number of calendar days 'TO BE CITED ON INDIVIDUAL ORDERS' Para (b), Government activity address 'TO BE CITED ON INDIVIDUAL ORDERS' Para (b), Contract number 'TO BE CITED ON INDIVIDUAL ORDERS' Para (b), Lot/Item number 'TO BE CITED ON INDIVIDUAL ORDERS' Para (b), Number of calendar days 'TO BE CITED ON INDIVIDUAL ORDERS'
52.209-04	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) Para (a), Number of units is 'TO BE CITED ON INDIVIDUAL ORDERS' Para (a), Lot/item number is 'TO BE CITED ON INDIVIDUAL ORDERS' Para (a), Number of calendar days is 'TO BE CITED ON INDIVIDUAL ORDERS' Para (a), Name and address of testing facility is 'TO BE CITED ON INDIVIDUAL ORDERS' Para (b), Number of calendar days is 'TO BE CITED ON INDIVIDUAL ORDERS'
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999) - ALTERNATE I (JAN 1997)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-09	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997)  
Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media: 'TO BE CITED ON INDIVIDUAL ORDERS'
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE IV (OCT 1997)  
Alt IV, (a), Description of the information and the format that are required: 'TO BE CITED ON INDIVIDUAL ORDERS'
- 52.216-07 ALLOWABLE COST AND PAYMENT (MAR 2000)  
\*\*APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD-FEE CLIN(s), COST CLIN(s) ONLY.\*\*
- 52.216-08 FIXED FEE (MAR 1997)  
\*\*APPLIES TO COST-PLUS-FIXED-FEE CLIN(s) ONLY.\*\*
- 52.216-10 INCENTIVE FEE (MAR 1997)  
Para (e)(1), The fee payable under this contract shall be the target fee increased by the cents stated for every dollar that the total allowable cost is less than the target cost: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (e)(1), The fee payable under this contract shall be the target fee decreased by the cents stated for every dollar that the total allowable cost exceeds the target cost: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (e)(1), Percent is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (e)(1) Percentage is 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*APPLIES TO COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s) ONLY\*\*
- 52.216-11 COST CONTRACT -- NO FEE (APR 1984)
- 52.216-14 ALLOWABLE COST AND PAYMENT -- FACILITIES USE (APR 1984)
- 52.216-16 INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997)  
Para (a), Line Item numbers: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (a), In no event shall the total final price of these items exceed the ceiling price of: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c)(1), Number of days: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (d)(2)(ii), Percent: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (d)(2)(iii), Percent: 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*APPLIES TO FIXED-PRICE-INCENTIVE (FIRM TARGET) CLIN(s) ONLY\*\*
- 52.216-18 ORDERING (OCT 1995)  
Para (a), Issued from date is 'DATE OF CONTRACT AWARD'  
Para (a), Issued through date is '15 YEARS AFTER CONTRACT AWARD'  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS\*\*\*\*
- 52.216-19 ORDER LIMITATIONS (OCT 1995)  
Para (a), Dollar amount or quantity '\$2,500.00'  
Para (b)(1), Dollar amount or quantity '\$3,000,000,000.00'  
Para (b)(2), Dollar amount or quantity '\$3,000,000,000.00'  
Para (b)(3), Number of days '90'  
Para (d), Number of days '30'  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS\*\*\*\*
- 52.216-22 INDEFINITE QUANTITY (OCT 1995)  
Para (d), Date is '15 YEARS AFTER CONTRACT AWARD'  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS\*\*\*\*
- 52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)  
Date is 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*APPLIES TO UNPRICED ORDERS\*\*
- 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)  
Para (a), Dollar amount is 'TO BE CITED ON INDIVIDUAL ORDERS'

	Para (b), Dollar amount is 'TO BE CITED ON INDIVIDUAL ORDERS'
	**APPLIES TO UNPRICED ORDERS**
52.216-25	CONTRACT DEFINITIZATION (OCT 1997)
	Para (a), Specific type of contract: 'TO BE CITED ON INDIVIDUAL ORDERS'
	Para (a), Specific type of proposal: 'TO BE CITED ON INDIVIDUAL ORDERS'
	Para (b), Schedule for definitizing this contract: 'TO BE CITED ON INDIVIDUAL ORDERS'
	**APPLIES TO UNPRICED ORDERS**
52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000)
	**APPLIES TO UNPRICED ORDERS WHEN COST-REIMBURSEMENT DEFINITIVE LINE ITEM IS CONTEMPLATED**
52.217-06	OPTION FOR INCREASED QUANTITY (MAR 1989)
	Period of time is 'TO BE CITED ON INDIVIDUAL ORDERS'
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS****
52.217-07	OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989)
	Period of time is 'TO BE CITED ON INDIVIDUAL ORDERS'
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS****
52.217-08	OPTION TO EXTEND SERVICES (NOV 1999)
	Period of time. 'TO BE CITED ON INDIVIDUAL ORDERS'
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS****
52.217-09	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
	Para (a), Period of time 'TO BE CITED ON INDIVIDUAL ORDERS'
	Para (a), 60 or as appropriate 'TO BE CITED ON INDIVIDUAL ORDERS'
	Para (c), Number of Months/Years. 'TO BE CITED ON INDIVIDUAL ORDERS'
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS****
52.219-07	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUL 1996)
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS****
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS****
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000) - ALTERNATE II (OCT 2000)
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
	**APPLIES TO ONLY THOSE ORDERS SET ASIDE FOR SMALL BUSINESS**
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS****
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
	Para (a), Dollar amount is 'TO BE CITED ON INDIVIDUAL ORDERS'
	**APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD-FEE CLIN(s), COST CLIN(s) ONLY.**
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.222-26	EQUAL OPPORTUNITY (FEB 1999)
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.222-29	NOTIFICATION OF VISA DENIAL (FEB 1999)
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

	Employee Class and Monetary Wage - Fringe Benefits: 'TO BE CITED ON INDIVIDUAL ORDERS'
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.222-47	SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989) Incumbent contractor is 'TO BE CITED ON INDIVIDUAL ORDERS' Union is 'TO BE CITED ON INDIVIDUAL ORDERS'
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.222-49	SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN (MAY 1989) Para (a), Places or areas are 'TO BE CITED ON INDIVIDUAL ORDERS'
	Para (a), Time and date are 'TO BE CITED ON INDIVIDUAL ORDERS'
52.223-03	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) Para (b), Material Identification No: 'TO BE CITED ON INDIVIDUAL ORDERS'
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
52.223-06	DRUG-FREE WORKPLACE (JAN 1997)
52.223-11	OZONE-DEPLETING SUBSTANCES (JUN 1996)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
52.225-08	DUTY- FREE ENTRY (FEB 2000)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-09	REFUND OF ROYALTIES (APR 1984) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.227-10	FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
52.227-11	PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) Para (I), Communications: 'TO BE CITED ON INDIVIDUAL ORDERS'
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996) **APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD FEE CLIN(s), COST CLIN(s) ONLY.**
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.229-05	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**

52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (OCT 1988) Para (c), Agency name 'United States Department of the Air Force' Para (g), Agency name 'United States Department of the Air Force' Para (g), Agency name 'United States Department of the Air Force' Para (g), Agency name 'United States Department of the Air Force' **APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD FEE CLIN(s), COST CLIN(s) ONLY.**
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-01	PAYMENTS (APR 1984) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (MAR 2000) **APPLIES TO TIME-AND-MATERIALS CLIN(s), LABOR-HOUR CLIN(s) ONLY.**
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (MAR 2000) - ALTERNATE II (JAN 1986) **APPLIES TO LABOR-HOUR CLIN(s) ONLY.**
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.232-18	AVAILABILITY OF FUNDS (APR 1984) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.232-20	LIMITATION OF COST (APR 1984) **APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD FEE CLIN(s), COST CLIN(s) ONLY.**
52.232-22	LIMITATION OF FUNDS (APR 1984) **APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD FEE CLIN(s), COST CLIN(s) ONLY.**
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (JUN 1997) Para (b)(1), Contract financing payments shall be made on the 'TO BE CITED ON INDIVIDUAL ORDERS'
52.232-32	PERFORMANCE-BASED PAYMENTS (MAY 1997)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
52.233-01	DISPUTES (DEC 1998)
52.233-01	DISPUTES (DEC 1998) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)

52.237-02	**APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD FEE CLIN(s), COST CLIN(s) ONLY.** PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.237-03	CONTINUITY OF SERVICES (JAN 1991)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) **APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD-FEE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s) ONLY.**
52.242-02	PRODUCTION PROGRESS REPORTS (APR 1991)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) **APPLIES TO TIME-AND-MATERIALS CLIN(s), LABOR-HOUR CLIN(s), COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD-FEE CLIN(s), COST CLIN(s) ONLY**
52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984) **APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD FEE CLIN(s), COST CLIN(s) ONLY.**
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE IV (APR 1984) **APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD FEE CLIN(s), COST CLIN(s) ONLY.**
52.243-03	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) **APPLIES TO TIME-AND-MATERIALS CLIN(s), LABOR-HOUR CLIN(s) ONLY.**
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is '30 days' Para (d), Number of calendar days is '30 days'
52.244-02	SUBCONTRACTS (AUG 1998) Para (e), approval required on subcontracts to: 'TO BE CITED ON INDIVIDUAL ORDERS' Para (k), Paragraphs (d) and (f) of this clause do not apply to the following subcontracts which were evaluated during negotiations: 'TO BE CITED ON INDIVIDUAL ORDERS' **APPLIES TO FIRM-FIXED-PRICE CLIN(s), TIME-AND-MATERIAL CLIN(s), LABOR-HOUR CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE AWARD FEE CLIN(s) ONLY**
52.244-02	SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998) Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'TO BE CITED ON INDIVIDUAL ORDERS' Para (k), the following subcontracts which were evaluated during negotiations: 'TO BE CITED ON INDIVIDUAL ORDERS' **APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD FEE CLIN(s), COST CLIN(s) ONLY.**
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996) **APPLIES TO TIME-AND-MATERIALS CLIN(s), LABOR-HOUR CLIN(s), COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD-FEE CLIN(s), COST CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE AWARD FEE CLIN(s) ONLY.**

- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)
- 52.245-02 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (DEC 1989)  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 52.245-02 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (DEC 1989) -  
ALTERNATE I (APR 1984)  
\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET)  
CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE  
CLIN(s) ONLY.\*\*  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 52.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR  
LABOR-HOUR CONTRACTS) (DEVIATION) (JAN 1986)  
\*\*APPLIES TO TIME-AND-MATERIALS CLIN(s), LABOR-HOUR CLIN(s), COST-PLUS-  
FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-  
PLUS-AWARD-FEE CLIN(s), COST CLIN(s) ONLY\*\*
- 52.245-08 LIABILITY FOR THE FACILITIES (DEVIATION) (JAN 1997)
- 52.245-09 USE AND CHARGES (DEVIATION) (APR 1984)
- 52.245-11 GOVERNMENT PROPERTY (FACILITIES USE) (APR 1984)
- 52.245-16 FACILITIES EQUIPMENT MODERNIZATION (APR 1985)
- 52.245-17 SPECIAL TOOLING (DEVIATION) (APR 1984)  
\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET)  
CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE  
CLIN(s) ONLY.\*\*
- 52.245-18 SPECIAL TEST EQUIPMENT (FEB 1993)
- 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE  
SPECIFICATIONS OR DESIGN CRITERIA (DEC 1989)  
Para (b)(1), Warranty period is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b)(3), Period of time is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b)(3), Period of time is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b)(6), Period of time is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c)(2), Period of time is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c)(2), Locations are 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET)  
CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE  
CLIN(s) ONLY.\*\*
- 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE  
SPECIFICATIONS OR DESIGN CRITERIA (DEC 1989) - ALTERNATE II (APR 1984)  
Para (b)(1), Warranty period is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b)(3), Period of time is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b)(3), Period of time is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c)(6), Period of time is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c)(2), Period of time is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c)(2), Locations are 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*APPLIES TO FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s) ONLY.\*\*
- 52.246-20 WARRANTY OF SERVICES (APR 1984)  
Para (b), Period of time is 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET)  
CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE  
CLIN(s) ONLY.\*\*
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.246-24 LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I (APR  
1984)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)

52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997) **APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD FEE CLIN(s), COST CLIN(s) ONLY.**
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.249-06	TERMINATION (COST-REIMBURSEMENT) (SEP 1996) **APPLIES TO COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD FEE CLIN(s), COST CLIN(s) ONLY.**
52.249-06	TERMINATION (COST-REIMBURSEMENT) (SEP 1996) - ALTERNATE IV (SEP 1996) **APPLIES TO TIME-AND-MATERIALS CLIN(s), LABOR-HOUR CLIN(s) ONLY.**
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
52.249-14	EXCUSABLE DELAYS (APR 1984) **APPLIES TO TIME-AND-MATERIALS CLIN(s), LABOR-HOUR CLIN(s), COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD-FEE CLIN(s), COST CLIN(s) ONLY**
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 1984) - ALTERNATE I (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

#### **B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (AUG 2000)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) Para (b), Name of country (or To Be Determined) 'TO BE CITED ON INDIVIDUAL ORDERS' Para (b), Applicable CLIN 'TO BE CITED ON INDIVIDUAL ORDERS' ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) - ALTERNATE I (DEC 1991) Para (b), Name of country (or To Be Determined) 'TO BE CITED ON INDIVIDUAL ORDERS' Para (b), Insert applicable CLIN 'TO BE CITED ON INDIVIDUAL ORDERS'



	****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.217-7027	CONTRACT DEFINITIZATION (OCT 1998) Para (a), Type of contractual action is 'TO BE CITED ON INDIVIDUAL ORDERS' Para (a), Type of proposal is 'TO BE CITED ON INDIVIDUAL ORDERS' Para (b), Schedule for definitization is as follows: 'TO BE CITED ON INDIVIDUAL ORDERS' Para (d), Type of definitive contract is 'TO BE CITED ON INDIVIDUAL ORDERS' Para (d), Not-to-exceed amount is 'TO BE CITED ON INDIVIDUAL ORDERS' **APPLIES TO UNPRICED ORDERS**
252.217-7028	OVER AND ABOVE WORK (DEC 1991) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.219-7004	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000) para (a), Insert State. 'TO BE CITED ON INDIVIDUAL ORDERS'
252.222-7005	PROHIBITION ON USE OF NONIMMIGRANT ALIENS--GUAM (SEP 1999)
252.223-7001	HAZARD WARNING LABELS (DEC 1991)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (DEC 1991)
252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998) Supplies accorded duty-free entry are: 'TO BE CITED ON INDIVIDUAL ORDERS'
252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) (AUG 2000)
252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS (AUG 2000)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (DEC 2000) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2000)
252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (MAR 1998) Para (b)(1), Sales to the Government(s) of: 'TO BE CITED ON INDIVIDUAL ORDERS' ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (DEC 1991) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7034	PATENTS--SUBCONTRACTS (APR 1984)

252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.228-7003	CAPTURE AND DETENTION (DEC 1991)
252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (JUN 1997) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
252.229-7007	VERIFICATION OF UNITED STATES RECEIPT OF GOODS (JUN 1997) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS (DEC 1991)
252.232-7004	DOD PROGRESS PAYMENT RATES (FEB 1996)
252.234-7001	EARNED VALUE MANAGEMENT SYSTEM (MAR 1998) Para (f), Subcontractors selected for application of EVMS: 'TO BE CITED ON INDIVIDUAL ORDERS'
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
252.242-7005	COST/SCHEDULE STATUS REPORT (MAR 1998) **DOES NOT APPLY TO FIRM-FIXED-PRICE CLIN(s).**
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991) **APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE-AWARD-FEE CLIN(s) ONLY.**
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)
252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995) Para (f), Contractor's address is 'TO BE CITED ON INDIVIDUAL ORDERS' Para (f), Government remittance address is 'TO BE CITED ON INDIVIDUAL ORDERS'

### **C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.204-9000	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (MAY 1996)
5352.204-9001	VISITOR GROUP SECURITY AGREEMENTS (MAY 1996) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996) Para (d), Substances are 'TO BE CITED ON INDIVIDUAL ORDERS'
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997) ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****
5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996) Para (b), Any additional requirements to comply with local security procedures 'TO BE CITED ON INDIVIDUAL ORDERS' ****APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.****

**D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT**  
**CONTRACT CLAUSES**

- 5352.207-9001 GOVERNMENT PERFORMANCE OF SERVICES DURING LABOR STRIKES (AFMC) (JUL 1997)
- 5352.207-9002 RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL (AFMC) (JUL 1997)
- 5352.209-9001 RESUBMISSION OF FIRST ARTICLES (AFMC) (AUG 1998)  
Dollar amount is 'TO BE CITED ON INDIVIDUAL ORDERS'
- 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997)  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997) - ALTERNATE III (JUL 1997)  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 5352.215-9005 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (AFMC) (AUG 1998)  
Para (a), Paragraph Numbers: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (a), Paragraph Numbers: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (a), Version Number(s): 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (a), Dated: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (a), Entitled: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b), Rank order: 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997)  
Para (a), Manpower Support Services Contractor's Name 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (a), Major Support Areas (Such as Technical Evaluation and Acquisition Management Support) 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b), Applicable Task Detail 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c), Manpower Support Services Contractor's Name 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c), Areas for Cooperation: 'TO BE CITED ON INDIVIDUAL ORDERS'
- 5352.215-9009 TRAVEL (AFMC) (JUL 1997)  
Para (b), Contractor's address: 'TO BE CITED ON INDIVIDUAL ORDERS'
- 5352.215-9010 TRAINING (AFMC) (JUL 1997)
- 5352.216-9003 AWARD FEE (AFMC) (MAR 2000)  
Para (a), Dollar Amount is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (e), Number of pages 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*APPLIES TO COST-PLUS-AWARD-FEE CLIN(s), FIXED-PRICE AWARD FEE CLIN(s) ONLY.\*\*
- 5352.216-9004 AUTHORITY TO ISSUE ORDERS (AFMC) (JUL 1997)  
Procuring Contracting Officers authorized: 'Only'  
Agency: 'ASC/YW or OO-ALC/YW'  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 5352.217-9009 PROVISIONING PROCEDURES (AFMC) (AUG 1998)  
Para (a)(2), Complete Activity Address Authorized to Issue PIOs is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b)(4), Number of Days 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (f)(1), Complete PCO Mailing Address is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (f)(2), Complete Program Manager's Address is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (f)(3), Complete Integrated Logistics Support Manager's Address is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Final Report, Exhibit A, Data Item: 'TO BE CITED ON INDIVIDUAL ORDERS'
- 5352.217-9010 ASSOCIATE CONTRACTOR AGREEMENTS (AFMC) (JUL 1997)

- Para (a), Name of the Program or Project 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (h), Associate Contractors, Address and Program/Contract(s) are 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 5352.217-9011 DEMONSTRATION MILESTONES (AFMC) (JUL 1997)  
Para (d), Appropriate Elements are 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (f), Demonstration Milestones by Target Date and Criteria: 'TO BE CITED ON INDIVIDUAL ORDERS'
- 5352.219-9000 INCORPORATION OF SUBCONTRACTING PLAN (AFMC) (JUL 1997)  
Subcontracting plan contained in 'contractor's proposal'  
Date is '15 Mar 01'  
Small business goal percentage is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Small disadvantaged business goal percentage is 'TO BE CITED ON INDIVIDUAL ORDERS'  
Women-owned small business goal percentage is 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 5352.219-9002 SMALL, SMALL DISADVANTAGED AND WOMEN OWNED SMALL BUSINESS  
SUBCONTRACTING PLANS (TEST PROGRAM) (AFMC) (JUL 1997)  
Subcontracting Plan dated: 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 5352.223-9000 USE OF HAZARDOUS MATERIALS IN THE PERFORMANCE OF ON-BASE CONTRACTS  
(AFMC) (JUL 1997)  
Para (b), Time Period 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b), Quantity 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c), Form Number 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c), Installation 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c), Office 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c), Phone Number 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 5352.225-9001 ENGLISH LANGUAGE REQUIREMENTS (AFMC) (JUL 1997)  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997) - ALTERNATE I  
(JUL 1997)
- 5352.227-9002 VISIT REQUESTS BY FOREIGN-OWNED OR CONTROLLED FIRMS (AFMC) (JUL 1997)
- 5352.228-9001 INSURANCE CLAUSE IMPLEMENTATION (AFMC) (JUL 1997)  
\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s), COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD-FEE CLIN(s), COST CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE AWARD FEE CLIN(s) ONLY\*\*
- 5352.231-9000 PRECONTRACT COSTS (AFMC) (JUL 1997)  
Dollar Limitation 'TO BE CITED ON INDIVIDUAL ORDERS'  
Date is 'TO BE CITED ON INDIVIDUAL ORDERS'
- 5352.231-9001 SEGREGATION OF COSTS (AFMC) (JUL 1997)  
CLINs 'TO BE CITED ON INDIVIDUAL ORDERS'
- 5352.237-9000 EMPLOYEE QUALIFICATION (AFMC) (JUL 1997)
- 5352.237-9001 CONTRACTOR IDENTIFICATION (AFMC) (JUL 1997)
- 5352.243-9000 WORK REQUESTS (AFMC) (JUL 1997)  
Para (a), Specify Applicable CLIN(s) 'TO BE CITED ON INDIVIDUAL ORDERS'
- 5352.245-9000 GOVERNMENT- FURNISHED PROPERTY (GFP) (AFMC) (JUL 1997)  
FOB Site 'TO BE CITED ON INDIVIDUAL ORDERS'  
List of Government Property by Item Number, NSN, Noun, Part Number, Quantity and Delivery Date 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*
- 5352.245-9001 GOVERNMENT- FURNISHED PROPERTY/CONTRACTOR REQUISITIONING (AFMC)  
(JUL 1997)  
List Government Furnished Property by Item Number, NSN, Noun, Part Number and Quantity  
'TO BE CITED ON INDIVIDUAL ORDERS'

- \*\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*\*
- 5352.245-9002 MAINTENANCE OF GOVERNMENT- FURNISHED PROPERTY (AFMC) (JUL 1997)  
Para (a), Items of GFP to be maintained by the contractor: 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (b), Date MILSTRIP Authorization Terminates 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c), Project Code 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c), Advice Code 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c), Signal Code 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (c), Fund Code 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*\*
- 5352.245-9003 DISPOSITION OF RESIDUAL GOVERNMENT PROPERTY (AFMC) (JUL 1997)  
Line Item(s): 'TO BE CITED ON INDIVIDUAL ORDERS'  
List Components by Noun, NSN, Part Number and Minimum Lot Size 'TO BE CITED ON INDIVIDUAL ORDERS'  
Line Item(s): 'TO BE CITED ON INDIVIDUAL ORDERS'  
Line Item(s): 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*\*
- 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I ( JUL 1997 ) - ALTERNATE II (JUL 1997)  
Para (e), List of Installations 'TO BE CITED ON INDIVIDUAL ORDERS'  
para (f), list of support items 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*ALTERNATE I APPLIES TO TIME-AND-MATERIALS CLIN(s), LABOR-HOUR CLIN(s), COST-PLUS-FIXED-FEE CLIN(s), COST-PLUS-INCENTIVE-FEE (PERFORMANCE) CLIN(s), COST-PLUS-AWARD-FEE CLIN(s), COST CLIN(s) ONLY\*\*  
\*\*ALTERNATE II APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE AWARD FEE CLIN(s), ONLY\*\*  
\*\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ONLY\*\*\*\*\*
- 5352.245-9007 USE OF SPECIAL TOOLING/SPECIAL TEST EQUIPMENT ON A NON-INTERFERENCE BASIS (AFMC) (JUL 1997)  
List Item(s) and Contract Number Under Which the Item(s) are Accountable 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*\*
- 5352.245-9009 GOVERNMENT- FURNISHED TOOLING (AFMC) (JUL 1997)  
Para (d), Specify the Number of Days 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (e), Point of Contact for Disposition of Tooling Instructions 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (f), List Tooling/Test Equipment by CLIN, Tool ID, Tool Code, MPN, QTY and Master (Y or N) 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*\*
- 5352.245-9012 RENT-FREE USE OF GOVERNMENT-OWNED PROPERTY (AFMC) (JUL 1997)  
List Item and period available: 'TO BE CITED ON INDIVIDUAL ORDERS'  
\*\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*\*
- 5352.291-9000 ADDITIONAL OVER AND ABOVE WORK PROCEDURES (AFMC) (JUL 1997)  
\*\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*\*
- 5352.291-9001 EXCESS INVENTORY - DISPOSITION OF GOVERNMENT PROPERTY (AFMC) (JUL 1997)  
\*\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*\*
- 5352.291-9002 MAINTENANCE ACCELERATION/COMPRESSION (AFMC) (JUL 1997)  
Supplement Number 'TO BE CITED ON INDIVIDUAL ORDERS'  
Dated 'TO BE CITED ON INDIVIDUAL ORDERS'  
Supplement Number 'TO BE CITED ON INDIVIDUAL ORDERS'
- 5352.291-9003 MAINTENANCE OF GOVERNMENT-OWNED EQUIPMENT IN POSSESSION OF OVERSEAS CONTRACTORS (AFMC) (JUL 1997)
- 5352.291-9004 DROP-IN MAINTENANCE (AFMC) (JUL 1997)

5352.291-9005      Para (a), Specify Model Design Series 'TO BE CITED ON INDIVIDUAL ORDERS'  
Para (a), Specify the Applicable Over and Above CLIN 'TO BE CITED ON INDIVIDUAL ORDERS'  
END ITEMS BEYOND ECONOMICAL REPAIR (AFMC) (JUL 1997)  
Para (a), Percentage 'TO BE CITED ON INDIVIDUAL ORDERS'

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.212-04 ADDENDUM TO CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

(1) Name and address of the Contractor;

(2) Invoice date;

- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the

event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

\*\*\*\*APPLIES TO FAR PART 12 ORDERS ONLY\*\*\*\*

#### **52.212-04 ADDENDUM TO CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)**

52.212-4, Contract Terms and Conditions -- Commercial Items is hereby tailored as follows:



(a) The place of inspection, acceptance, and FOB is to be cited on individual orders (insert place of inspection, acceptance, and FOB).

\*\*\*APPLIES TO FAR PART 12 ORDERS ONLY\*\*\*

**52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2000)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755);

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☒ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\*\*APPLIES TO ONLY THOSE ORDERS SET-ASIDE FOR SMALL BUSINESS.\*\*

☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ (16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (17) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- ☐ (18)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ☐ (ii) Alternate I of 52.225-3.
- ☐ (iii) Alternate II of 52.225-3.
- ☐ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ☐ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ☐ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☒ (23) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- ☐ (24) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).
- ☐ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ☐ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ (27) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ☐ (ii) Alternate I of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

☒ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

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(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

\*\*\*APPLIES TO FAR PART 12 ORDERS ONLY.\*\*\*

**B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT**

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)**

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

NOTE: SEE SECTION I, PART D, OTHER CONTRACT CLAUSES IN FULL TEXT FOR THE COMPLETE VERSION OF THIS CLAUSE.

\*\*\*APPLIES TO FAR PART 12 ORDERS ONLY.\*\*\*

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)**

(a) Contract line item(s) TO BE CITED ON INDIVIDUAL ORDERS through TO BE CITED ON INDIVIDUAL ORDERS are incrementally funded. For these item (s), the sum of TO BE CITED ON INDIVIDUAL ORDERS (Available dollars to be inserted after negotiation) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

\_\_\_\_\_ (Insert funding schedule and dates for funding periods.)

**\*\*APPLIES TO FIRM-FIXED-PRICE CLIN(s), FIXED-PRICE INCENTIVE (FIRM TARGET) CLIN(s), FIRM-FIXED-PRICE LEVEL-OF-EFFORT CLIN(s), FIXED-PRICE AWARD FEE CLIN(s) ONLY.\*\***

**\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\***

#### **252.243-7000 ENGINEERING CHANGE PROPOSALS (SEP 1999)**

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price\* or a "not less than" price\* and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts\*\*.

(c) When the price\* of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price\*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

\* Use a term suitable for the type of contract.

\*\*In cost reimbursement type contracts, replace this sentence with the following: "Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost."

\*\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS.\*\*\*\*

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.216-9001 AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS (MAY 1996) -  
ALTERNATE II (MAY 1996)**

DEVIATION (DEC 2000)

(a) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:

(1) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;

(2) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;

(3) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

(5) The task or delivery order is set aside for small business.

(6) The task or delivery order is to fulfill a Foreign Military Sales (FMS) requirement for which the FMS country has directed the source.

(b) Unless the procedures in paragraph (a) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:

(1) The Government will request that each multiple award contractor submit their technical and/or managerial approach, if necessary, and cost/price proposal in response to the Government's work statement.

(2) The response may be presented to the Government either orally or in writing.

(3) The Government will issue orders based on an assessment of the technical and/or managerial approach, proposed total cost/price, past performance, and other factors as determined appropriate in making awards under this paragraph.

(c) Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task or delivery order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(d) For this contract, the designated task or delivery order ombudsman is the Center Competition Advocate in ASC/PK, (937) 255-1760. The task or delivery order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of \$2,500, consistent with procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

(e) This clause does not guarantee the contractor issuance of any task order or delivery order above the minimum guarantee(s) stated in H023 INDEFINITE QUANTITY of this contract.

\*\*\*APPLIES TO BOTH FAR PART 15 AND FAR PART 12 ORDERS\*\*\*

**D. OTHER CONTRACT CLAUSES IN FULL TEXT**

**DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF  
COMMERCIAL ITEMS (DEC 2000)**

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input checked="" type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
<input type="checkbox"/>	252.206-7000	Domestic Source Restriction (10 U.S.C. 2304).
<input checked="" type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
<input checked="" type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
<input type="checkbox"/>	252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
<input checked="" type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities.
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
<input type="checkbox"/>	252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
<input checked="" type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings ( <input type="checkbox"/> Alternate I) (Section 8064 of Pub. L. 106-259).
<input type="checkbox"/>	252.225-7021	Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input checked="" type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
<input checked="" type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
<input type="checkbox"/>	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
<input type="checkbox"/>	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act-- Balance of Payments Program ( <input type="checkbox"/> Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input checked="" type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (10 U.S.C. 2320).
<input checked="" type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (10 U.S.C. 2410).
<input checked="" type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea ( <input type="checkbox"/> Alternate I) ( <input type="checkbox"/> Alternate II) (10 U.S.C. 2631).
<input type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

\*\*\*APPLIES TO FAR PART 12 ORDERS ONLY\*\*\*

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	21	12 JAN 2001	FUNCTIONAL REQUIREMENTS DOCUMENT
ATTACHMENT 2	4	18 JUN 2001	DD FORM 254 - CONTRACT SECURITY CLASSIFICATION
ATTACHMENT 3	3	13 APR 2001	CONTRACT LABOR RATE MATRIX
ATTACHMENT 4	9	09 APR 2001	SUBCONTRACT MANAGEMENT PLAN